

AN ORDINANCE 2006 - 01 - 12 - 48

**APPROVING THE REDESIGNATION AND CHANGING OF THE
OFFICIAL NAME OF THE GREATER KELLY DEVELOPMENT
AUTHORITY TO THE "PORT AUTHORITY OF SAN ANTONIO"
AND AMENDING ORDINANCE #90826 TO REFLECT SUCH
CHANGE.**

* * * * *

WHEREAS, on November 4, 1999, pursuant to the provisions of Chapter 379B of Subtitle A, Title 12, of the Texas Local Government Code, the City passed Ordinance #90826 establishing the Greater Kelly Development Authority, a defense base development authority created for the purpose of owning, operating, and redeveloping Kelly Air Force Base following the determination by the Base Realignment and Closure Commission that all military missions at Kelly AFB would be realigned to other government installations around the country; and

WHEREAS, the City appointed eleven members to serve on the Board of Directors of the Greater Kelly Development Authority (the "Board") to oversee the redevelopment of the former Kelly Air Force Base and to create a Master Plan and Business Plan to ensure the future success of the property; and

WHEREAS, the Board has proceeded to implement the Master and Business Plans in a continuous effort to transform the property from an industrial business park to an international and transcontinental trade corridor; and

WHEREAS, recent state legislation has given the Greater Kelly Development Authority the ability to lease, own, and operate port facilities for air, trucking, and rail transportation and to provide security for such port functions; and

WHEREAS, the Board has unanimously adopted a Resolution recommending to the City of San Antonio that the Greater Kelly Development Authority be redesignated to reflect and identify it as the authority developing international and transcontinental trade and promoting San Antonio's participation in international world commerce; and

WHEREAS, such redesignation would be beneficial and assist the City of San Antonio's efforts to promote San Antonio as a premier port facility; **NOW, THEREFORE;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council of the City of San Antonio hereby approves the redesignation of the Greater Kelly Development Authority as the "Port Authority of San Antonio" as recommended by a duly passed and approved Resolution of the Board of Directors of the Greater Kelly Development Authority.


SECTION 2. Section 1 of Ordinance #90826 passed and approved November 4, 1999 is hereby amended to read as follows:

"Section 1. A defense base development authority is hereby established for the development and redevelopment of Kelly Air Force Base as a special district and political subdivision of the State of Texas to be known as the "Port Authority of San Antonio." The Authority shall have all the powers granted to it by Chapter 379B of Subtitle A, Title 12 of the Texas Local Government Code as amended.

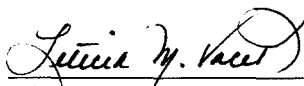
SECTION 3. All other provisions of Ordinance #90826 shall remain in full force and effect.

SECTION 4. This Ordinance shall become effective on and after the tenth (10th) day after passage.

PASSED and APPROVED this 12th day of January 2006.



M A Y O R

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

AN ORDINANCE 2006 - 01 - 12 - 49

AMENDING CHAPTER 35 OF THE CITY CODE TO INCLUDE VARIOUS VIA
METROPOLITAN TRANSIT FACILITIES AND USES IN SECTION 35-311, USE
REGULATIONS.

* * * * *

WHEREAS, the San Antonio City Council adopted the revised Unified Development Code (UDC) on May 3, 2001 and reenacted the Unified Development Code, 2005 Edition on September 22, 2005; and

WHEREAS, as required by Section 35-111 the requests by VIA for amendments to the Unified Development Code for exemption from the City's zoning process were submitted to the Zoning Commission and the Planning Commission; and

WHEREAS, staff and VIA recommends approval of these amendments assigning appropriate zoning districts to VIA facilities; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Chapter 35 of the City Code of San Antonio, Texas is hereby amended by adding language that is underlined (added) and deleting the language that is stricken (~~deleted~~) to the existing text as set forth in this Ordinance.

SECTION 2. Chapter 35 of the City Code of San Antonio, Texas is hereby amended as follows:

Chapter 35, Article 1, Section 35-104 is amended as follows:

35-104 Applicability

(a) Generally

This Chapter shall apply to all regulations and other matters pertaining to the use and development of land, including zoning, subdivisions, platting, floodplains, manufactured home parks, and also to streets and sidewalks insofar as these are involved in the foregoing enumeration of purpose and intent and the following enumeration of applicability.

This chapter shall apply to all public buildings and private land(s), and use(s) thereon over which the city has jurisdiction under the constitution(s) and law(s) of the State of Texas and of the United States, including any areas within the jurisdiction of the City pursuant to the authority recited in § 35-103, above. The department of development services (hereinafter known as the "department") of the city can be contacted for further information about the use of this code.

(b) Public Buildings, Structures and Uses

In the erection of buildings or other structures, city owned utilities are to conform in architectural design or otherwise as nearly as possible to the buildings permitted in the zoning district in which they are erected. The provisions of this chapter ~~this chapter~~ shall not apply to buildings of county, state, or federal agencies, except for those cases in which the land is not owned by the county, state, or federal agency.

The provisions of this chapter shall apply to any buildings, structures, or uses of the city or its agencies or instrumentalities including, but not limited to, the department of public works, San Antonio Water System (SAWS), and City Public Service Energy (CPS Energy).

(C) Subdivision Regulations

Subdivision and platting regulations as set out herein shall apply to all of the area within the incorporated areas of the city and the extraterritorial jurisdiction of the city's provided in Vernon's Local Government Code, Chapter 212.

(d) Zoning

Article III of this chapter (zoning) shall not apply to any use or activity exempt from zoning pursuant to VTCA Local Government code § 211.013. Unless otherwise specifically provided for in Article III, Zoning, the zoning regulations shall not apply to property belonging to or used by the City of San Antonio, City Public Service Energy and the San Antonio Water System. The provisions of this chapter shall apply to the Via Metropolitan Transit System however VIA shall be exempt from zoning case fees.

Chapter 35, Article III, Section 35-311, Table 311-1, Table 311-1a and Table 311-2 are amended as follows:

35-311 Use Regulations

311-1 Residential Use Matrix

TABLE 311-1 RESIDENTIAL USE MATRIX																			
PERMITTED USE	RP	RE	R-20	NP-15	NP-10	NP-8	R-6	RM-6	R-5	RM-5	R-4	RM-4	MF-25	MF-33	MF-40	MF-50	ERZD	LBCS FUNCTION	LCBS STRUCTURE
<u>Bus Shelter</u> (Max size 6' x 13')	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
<u>Bus Stop</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
<u>Transit Center</u>													P	P	P	P	S	4133	
<u>Transit Park & Ride</u>													S	S	S	S	S	4133	
<u>Transit Transfer Center (Max Size 14'X 33' and total foot print no larger than 30' x 40')</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4133	
<u>Transit Station</u>													S	S	S	S	S	4133	

Table 311-1a
Residential use Matrix

	Urban	Rural	Farm & Ranch	Mixed Industrial
PERMITTED USE				
Bus Shelter (Max size 6' x 13')	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Bus Stop	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Transit Center	<u>P</u>			<u>P</u>
Transit Park & Ride	<u>P</u>			<u>P</u>
Transit Transfer Center (Max Size 14' X 33' and total foot print no larger than 30' x 40')	<u>P</u>			<u>P</u>
Transit Station	<u>S</u>			<u>S</u>

35-311 Use Regulations (Non-Residential)

* * * *

TABLE 311-2 NON-RESIDENTIAL USE MATRIX													
	PERMITTED USE	O-1	O-2	NC	C-1	C-2	C-3	D	L	I-1	I-2	ERZD	(LBCS Function)
Transportation	Bus Shelter (Max size 6' x 13')	P	P	P	P	P	P	P	P	P	P	P	
Transportation	Bus Stop	P	P	P	P	P	P	P	P	P	P	P	
Transportation	Transit Center	P	P	P	P	P	P	P	P	P	P	S	4133
Transportation	Transit Park & Ride	S	S	P	P	P	P	P	P	P	P	S	4133
Transportation	Transit Transfer Center (Max Size 14'X 33' and total foot print no larger than 30' x 40')	P	P	P	P	P	P	P	P	P	P	S	4133
Transportation	Transit Station	S	S	S	S	S	S	S	S	S	S	S	4133

* * * *

SECTION 3. All other provisions of Chapter 35 of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by this ordinance.

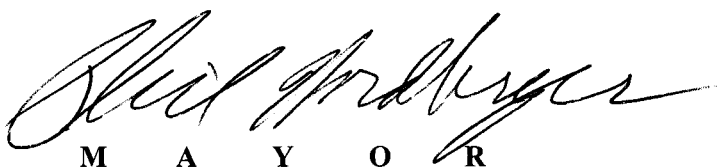
SECTION 4. Should any Article, Section, Part, Paragraph, Sentence, Phrase, Clause, or Word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

SECTION 5. Notice of these changes to the Unified Development Code shall not require the publication in an official newspaper of general circulation in accordance with Chapter 35, Article IV, Division 1, Table 403-1.

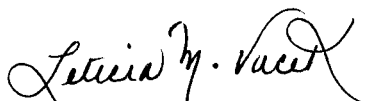
SECTION 6. The publishers of the City Code of San Antonio, Texas are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

SECTION 7. This ordinance shall be effective immediately if it receives eight affirmative votes. Otherwise, it shall be effective on the tenth day after its adoption.

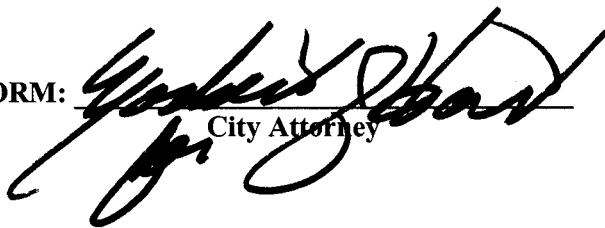
PASSED AND APPROVED this the 12th day of January, 2006.


M A Y O R

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

AN ORDINANCE 2006 - 01 - 12 - 50

CLOSING, VACATING, AND ABANDONING AN IMPROVED PORTION OF W. LAUREL AVE. BETWEEN IH 10 AND SOUTHERN PACIFIC RAILROAD TRACKS, AND NCB'S 1019 AND 1020 LOCATED IN DISTRICT 1, TO ELIMINATE AN UNNECESSARY RAILROAD CROSSING, WHICH HAS BEEN DEEMED A HAZARD TO PUBLIC SAFETY.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Subject to the reservations expressly state in this ordinance, the City finds the following right-of-way surplus to its needs and hereby closes, vacates, and abandons it:

That portion of West Laurel Avenue situated between NCB 1020, Block 7 and NCB 1019, Block 5 extending from the west right-of-way line of the Southern Pacific Railroad tracts westward to the east right-of-way line of Interstate Highway 10.

SECTION 2. The detailed description of the right-of-way subject to this ordinance is set forth on **Exhibit A.** Exhibit A is incorporated into this ordinance for all purposes as if it were fully set forth.

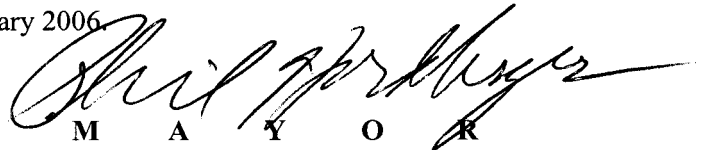
SECTION 3. This ordinance does not release any public rights in the subject tract for drainage, water and wastewater lines, electric transmission lines, communication lines of all types, or any other rights except for the right of the public to travel on the subject tract.

SECTION 4. The City Manager or her designee is authorized and directed to execute and deliver all documents and to do all other things necessary or convenient to reflect this closure, abandonment, and vacation.

SECTION 5. Notice of this closure, vacation, and abandonment need not be posted on or about the street to be closed as would otherwise be required by Ordinance 96507 (October 3, 2002). That ordinance's requirements remain in effect as to future such actions.

SECTION 6. This ordinance shall become effective January 22, 2006.

PASSED AND APPROVED this 12th day of January 2006.


M A Y O R

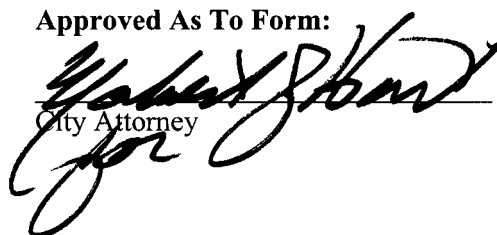
PHIL HARDBERGER

Attest:



City Clerk

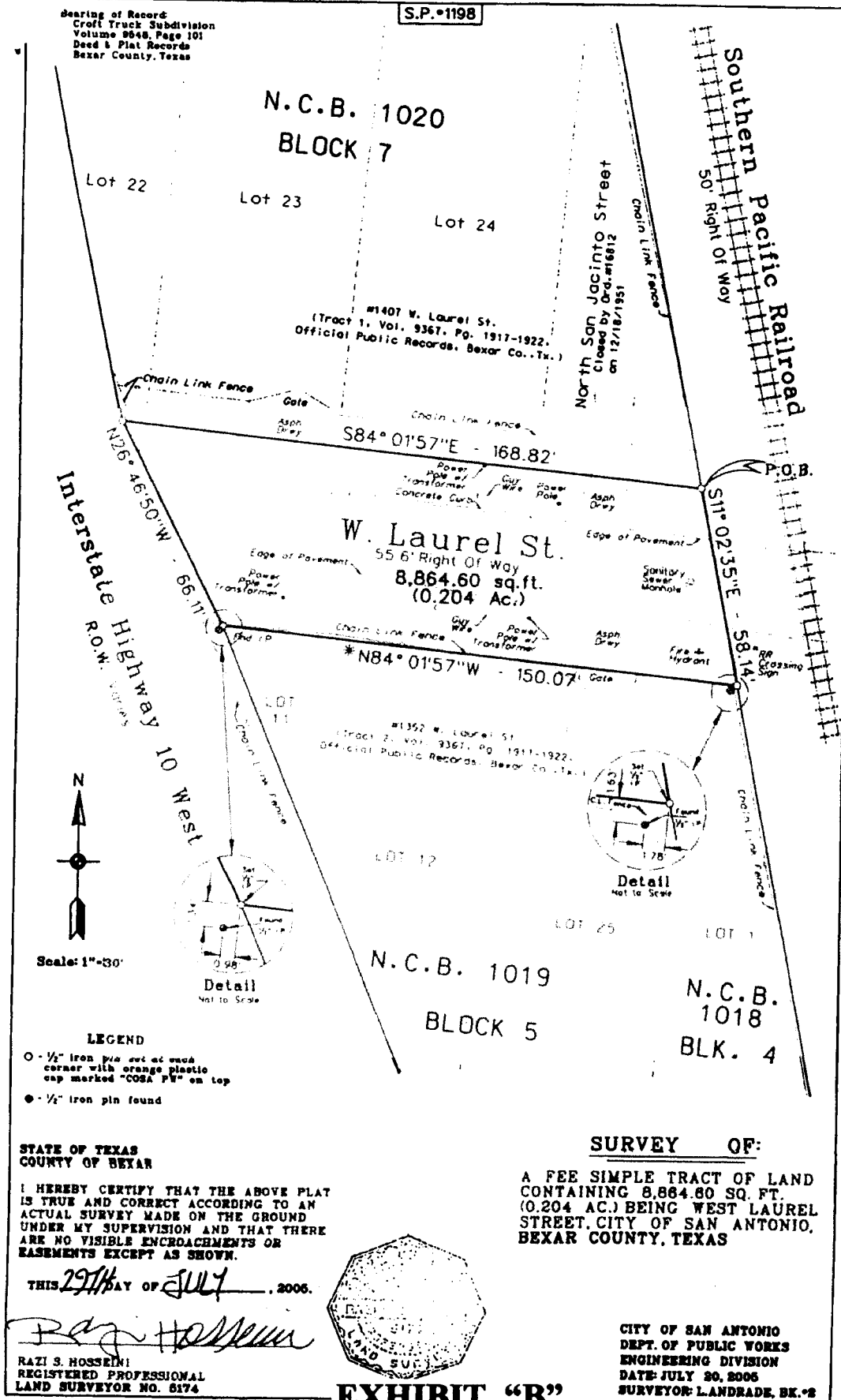
Approved As To Form:



City Attorney

Dealing of Record
Croft Truck Subdivision
Volume 9648, Page 101
Deed & Plat Records
Bexar County, Texas

S.P. #1198



S.P. #1198
FEE SIMPLE

Field notes for a Fee Simple tract of land containing 8,864.60 square feet (0.204 Acres) being West Laurel Street, from the Southern Pacific Railroad to Interstate Highway 10 West, located between Block 7, N.C.B. 1020 and Block 5, N.C.B. 1019, City of San Antonio, Bexar County, Texas as recorded in the City Engineer's Office of the City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as surveyed as follows:

BEGINNING: at a 1/2" iron pin set at the point of intersection of the north right-of-way line of West Laurel Street with the west right-of-way line of the Southern Pacific Railroad, said point also being the southeast corner of that portion of North San Jacinto Street closed by Ordinance #16812, as recorded in the City Clerk's Office of the City of San Antonio and also recorded in Volume 3119, Pages 334-335 of the Deed Records of Bexar County, Texas, said point also being the southeast corner of Tract 1 as recorded in Volume 9367, Pages 1917-1922 of the Official Public Records of Bexar County, Texas for the northeast corner of this tract;

THENCE: S 11°02'35" E with the west right-of-way line of the Southern Pacific Railroad and crossing West Laurel Street, a distance of 58.14 feet to a 1/2" iron pin set at the point of intersection with the south right-of-way line of West Laurel Street, said point also being the northeast corner of the remaining portion of Lot 1, Block 4, N.C.B. 1018 and also being the northeast corner of Tract 2 as recorded in Volume 9367, Pages 1917-1922 of the Official Public Records of Bexar County, Texas for the southeast corner of this tract;

THENCE: N 84°01'57" W with the south right-of-way line West Laurel Street and the north boundary line of Lot 1, Block 4, N.C.B. 1018 and Lot 25, Lot 12 and Lot 11, Block 5, N.C.B. 1019 also being with the north boundary line of Tract 2, a distance of 150.07 feet to a 1/2" iron pin set at the point of intersection with the east right-of-way line of Interstate Highway 10 West for the southwest corner of this tract;

THENCE: N 26°46'50" W with the east right-of-way line of Interstate Highway 10 West, a distance of 66.11 feet to a 1/2" iron pin set at the point of intersection with the north right-of-way line of West Laurel Street, said point also being the southwest corner of the remaining portion of Lot 22, Block 7, N.C.B. 1020 for the northwest corner of this tract;

THENCE: S 84°01'57" E with the north right-of-way line of West Laurel Street and with the south boundary line of Lot 22, Lot 23 and Lot 24 Block 7, N.C.B. 1020 and that portion of North San Jacinto Street closed by Ordinance #16812 a distance of 168.82 feet to the POINT OF BEGINNING for this Fee Simple tract of land containing 8,864.60 square feet (0.204 Acres), more or less.

7129105

EXHIBIT "B"

AN ORDINANCE 2006 - 01 - 12 - 51 -

ACCEPTING THE BIDS OF VARIOUS COMPANIES TO PROVIDE THE CITY WITH VARIOUS TYPES OF COMMODITIES AND SERVICES ON AN ANNUAL CONTRACT BASIS FOR FY 2006 FOR AN ESTIMATED COMBINED ANNUAL COST OF \$304,814.00 INCLUDING: MUD SUMP SERVICES AND DRAIN LINE CLEANING; RETRACTABLE SAFETY DEVICES; AND PARK POLICE UNIFORMS.

* * * * *

WHEREAS, the City is able to obtain significant savings by purchasing various materials and services on an annual contract basis; and

WHEREAS, this group of contracts represents a portion of approximately two hundred and fifty (250) annual contracts that will be brought before City Council throughout the remainder of the fiscal year; and

WHEREAS, these bids are from various companies to furnish the City with: mud sump services and drain line cleaning; retractable safety devices; and park police uniforms; and

WHEREAS, Section I of the attachment consists of 2 contracts in which awards are recommended to the lowest bidders; and

WHEREAS, Section II of the attachment consists of 5 contracts in which awards are recommended to other than the lowest bidder because the lowest bidder failed to meet the City's specifications and/or requirements; and

WHEREAS, all expenditures will be in accordance with the FY 2005-2006 budget approved by City Council; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The bids of various companies to furnish the City with: mud sump services and drain line cleaning; retractable safety devices; and park police uniforms are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits and insurance certificates. The bids and bid tabulation sheets are attached hereto and incorporated herein for all purposes as Exhibit A.

SECTION 2. It has been found and declared that the low bids of the following companies failed to meet the City's specifications, as indicated on the bid tabulation sheets marked "NAS": Nardis Public Safety, for duty jackets with patches.

SECTION 3. The amount of \$304,814.00 will be encumbered upon issuance of various purchase orders, and payment is authorized to various vendors as identified on the attached bid tabulation sheets. All expenditures will be in accordance with the FY 2005-2006 budget approved by City Council.

SECTION 4. This ordinance shall take effect January 22, 2006.

PASSED and APPROVED this 12th day of January, 2006.




M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

AN ORDINANCE 2006 - 01 - 12 - 52

ACCEPTING THE LOW RESPONSIVE BID SUBMITTED BY TRANTEX, INC. TO PROVIDE THE PUBLIC WORKS DEPARTMENT WITH TWO THERMOPLASTIC APPLICATION TRAILERS FOR A TOTAL OF \$99,500.00 FROM THE ADVANCED TRANSPORTATION DISTRICT FUND AND TRAFFIC SIGNAL INSTALLATION PROJECT FUND.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio Public Works Department with two Thermoplastic Application Trailers; and

WHEREAS, the low bid was submitted by Trantex, Inc. for a total cost of \$99,500.00; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The bid submitted by Trantex, Inc. to provide the City of San Antonio Public Works Department with two Thermoplastic Application Trailers for a total cost of \$99,500.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits and insurance certificates. Attached hereto and incorporated herein for all purposes as Exhibit A is the bid and bid tabulation sheet.

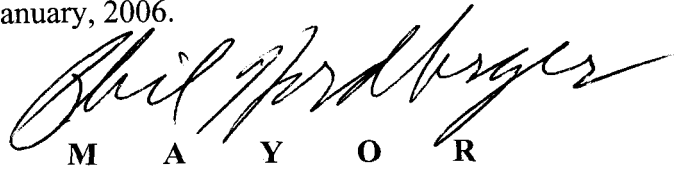
SECTION 2. The amount of \$49,750.00 is appropriated in Fund 2908400, G/L 5709060, Project 23-00400, Cost Center 2309010001 and is authorized to be encumbered and made payable to Trantex, Inc.

SECTION 3. The amount of \$49,750.00 is appropriated in Fund 40002000, G/L 5709060, Project 23-00400, WBS 23-00306-05-02-01, and is authorized to be encumbered and made payable to Trantex, Inc.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Acting Director of Finance, City of San Antonio. The Acting Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall take effect January 22, 2006.

PASSED AND APPROVED this 12th day of January, 2006.

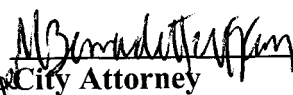

M A Y O R

ATTEST:


City Clerk

PHIL HARDBERGER

APPROVED AS TO FORM:


City Attorney

City of San Antonio Bid Tabulation

Opened: December 9, 2005		MSWN		MLWN		MLWN	
For: Thermoplastic Trailer		Trantex, Inc.		Centerline Supply		Pathmark Traffic Products	
06-020		3310-D Frick Rd		530 Jesse St.		P.O. Box 1066	
		Houston, TX 77086		Grand Prairie, TX 75051		San Marcos, TX 78667	
Item	Description	QTY					
1	Thermoplastic Trailer	2					
	Price Per Each						
	Price Total						
	Make						
	Model						
	Payment Terms						
	Delivery						
	Subtotal						
	Total						

EXHIBIT A

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: DG
BID NO.: 06-020 DGDate Issued: November 08, 2005
Page 1 of 19FORMAL INVITATION FOR BIDS
THERMOPLASTIC TRAILERS

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **DECEMBER 09, 2005**.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: H. STEVEN NELSON Firm Name: TRANTEX, INC.
(Please Print or Type)
[Signature] Address: 3310 - D FRICK ROAD
Signature of Person Authorized to Sign Bid City, State, Zip Code: HOUSTON, TEXAS 77086
Email Address: snelson@trantexinc.com Telephone No.: 281-448-7711
Fax No.: 281-591-6827

Please complete the following:

Prompt Payment Discount: _____ % _____ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

☒ Non-minority ☐ Hispanic ☐ African-American ☐ Other Minority (specify) _____
☐ Female Owned ☐ Handicapped Owned ☒ Small Business (less than \$1 million annual receipts or 100 employees)Indicate Status: ☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Other (specify) _____Tax Identification Number: 76-0619194 Social Security Number: _____
[Signature]

FOR CITY USE ONLY

AWARD

Items Accepted: _____ Ordinance No: _____ Date: _____ Amount: _____

Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS**READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.

- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, ten days after award of the contract.

6. SUBMISSION OF BIDS

- (a) Bids in triplicate shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before seven calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION**TERMINATION-BREACH:**

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- (a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and

representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.

- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY, PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within ten days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260 and referenced by bid number.

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE: The City of San Antonio is soliciting bids to purchase a trailer mounted thermoplastic pre-melter, handliner and trailer designed to hold and for use in thermoplastic pre-melter applying pavement markers on the roadway in accordance with the specifications listed herein.

These specifications are intended to describe the minimum requirements for a thermoplastic pre-melter trailer with a minimum **GVRW** rating of 14,000 lbs. Unit shall consist of a trailer equipped with one (1) 1,500 lb. (capacity) thermoplastic pre-melter mounted at the rear of the trailer platform. The trailer shall be equipped with four (4) steel racks, supplied with two (2) each 100 lb. and two (2) each 20 lb. propane cylinders, mounted to the trailer. The two (2) each 100 lb. cylinders are to be rigid plumbed so as to provide fuel to the pre-melter burner system. Safety chains shall be supplied with a ratchet type device for securing the propane bottles. The trailer shall also be equipped with a folding hydraulic lift gate mounted at the forward right corner of trailer deck. Thermoplastic applicator with variable width bead system shall be included with one (1) 4" and one (1) 12" steel extrusion die.

GENERAL CONDITIONS:

1. Vendor identification tags or emblems must not be applied to equipment for delivery to the City of San Antonio.
2. Warranty - Dealer and manufacturer must provide the maximum standard manufacture's warranty on all components parts and service included. All components, parts and service are required to provide as a minimum 2 year unlimited mileage, hours warranty. Such parts and service must be available within Bexar County from and by a factory-authorized dealer. Bids submitted by dealers located outside Bexar County will include a signed agreement with a factory-authorized dealer located within Bexar County, providing warranty, parts and service for item bid (NO EXCEPTIONS). In the event of a failure of units supplied under this contract, such failure or discrepancy shall be corrected or remedied at City's designated location, at vendor's expense. Warranty shall be a consideration in award of bid. Bidders must indicate, in the space provided below, the name of an authorized dealer located within Bexar County, Texas, that has agreed to accomplish warranty repairs for vehicles being offered.

DEALER NAME: _____

ADDRESS: _____

3. Deliveries will be made to locations specified by the City of San Antonio. Vendor must deliver equipment to a location specified by the Fleet Acquisitions Manager, Jeff Moore, at (210) 207-8384. Delivery to a non-specified location will result in non-acceptance of the equipment by the City.
4. All pricing to be F.O.B., destination. Unit bid is to be of current manufacture. The Manufacturer's Statement of Origin (MSO) and an invoice are required upon delivery before payment will be processed.
5. The City of San Antonio reserves the right to retain any trade-in units and accept equipment offered by the dealer based on price quotations for the new equipment only, without consideration for trade-in values

offered, or to use a combination of quoted new equipment price less trade-in offers, whichever is most advantageous to the City. Bids for outright purchase of trade-in equipment will be considered.

6. Price shall include all costs of delivery and training to the location specified by the City of San Antonio
7. Equipment Manuals – Successful bidder to furnish one set of operator manuals covering all major components of the vehicle for each unit delivered. Successful bidder to also provide five (5) complete sets of operator and shop repair manuals or CD ROM's for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City. Two (2) day on- site technical training shall be provided at a time convenient and provided by the City of San Antonio. Another two (2) day session shall be provided within the first six (6) months of operation. Training shall cover proper maintenance and operation of the unit.
8. Vendor shall supply and furnish all title documents for the specified vehicle.
9. Any equipment furnished must meet all Federal and State safety and emissions requirements.
10. For questions pertaining to technical specifications, contact Jeff Moore at 210-207-8384. For questions regarding bidding procedures, contact Denise Gallegos (210) 207-4044.
11. **A pre-bid conference will be conducted at 10:00 A.M., Wednesday, November 30, 2005. Location will be at the Fleet Operations Conference Room, 329 S. Frio, San Antonio, Texas 78207.**
12. The City reserves the right to reject any and all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.

ITEM	QUANTITY	DESCRIPTION
1	2 Each	Thermoplastic pre-melter handliner

WORKMANSHIP AND MATERIALS:

All equipment furnished and the parts thereof shall be of the manufacturer's latest listed and published stock models that meet all requirements of the specification. All design, workmanship, and materials shall in every respect be in accordance with the best current practice in the industry and all materials used shall be new.

MACHINE AND COMPONENTS FINISH:

The complete machine and all components, including tanks, dies, etc., shall have the minimum protective coating described in the following: All metal parts and components, unless zinc plated or aluminum shall have one prime coat and one finish coat of paint. The prime coat materials shall be specifically compounded for the respective metals to which they are applied. The thermoplastic holding tank and dies shall be painted with heat resistant paint designed for temperatures of up to 1200 degrees F.

THERMOPLASTIC APPLICATOR:

This specification describes the minimum requirements for a 220-pound capacity operator propelled thermoplastic applicator designed to place thermoplastic road marking material on the highway.

The applicator shall consist of an operator-propelled unit with a 220-pound thermoplastic holding tank, air jacketed and heated with propane fired burner system. The tank shall be mounted on a metal framework that will support an extrusion die, the propane supply, and the bead delivery system. The framework will be mounted on wheels for application and operation.

1. **Framework:** The rear wheel shall be a heavy the basic frame shall be constructed of tubular steel and able to support the active weight of the machine fully loaded, equal to at least 650 pounds. Welding of all components shall have good penetration, good fusion, and good appearance, without evidence of cracks or undercutting, in the best manner of the trade.
2. **Dimensions:** Overall length of the applicator, without pointer extended, is to be 48 inches. Width from side to side to be 30 inches. Overall height, excluding pointer in the up position, is to be 39 inches. Empty weight is to be 240 pounds.
3. **Wheels:** The rear wheel shall be a heavy-duty swivel caster with a foot actuated straight track locking mechanism. Rear wheel swivel bearing shall be heavy duty with a minimum load capacity of 500 lbs. The unit shall be capable of easy drag-free propulsion by a single operator. The frame is to be supported by two 10" in diameter airless type front wheels. Tires and wheels shall bolt to heavy-duty hubs with precision races and minimum 1" Timken bearings. Hubs shall have heavy-duty grease fittings with dust caps and shall be mounted on a minimum 1" axle
4. **Pointer Guide:** The applicator shall be equipped with a front mounted pointer guide adjustable for each die size to be used. The guide shall be made of plated steel to prevent rusting.
5. **Controls:** The applicator will have adjustable steel handles convenient for the operator to operate and maneuver the applicator. Aluminum control handles will not be accepted. Regulator, the die control also located convenient to the operator will be the shut-off valve on the propane bottle, the LP gas handle, the control for the thermoplastic material gate, bead control lever for drop-on beads, and material agitator.
6. **Propane System:** The propane system shall consist of a 20 pound cylinder (furnished), a system regulator, and related hoses rated for use with LPG systems. The system shall provide propane fuel to the main burner and the stainless steel jet burners on the applicator and extrusion dies.
7. **Heating System:** The unit shall operate from a high pressure LP fuel system. Minimum operating pressure shall be adjustable from 4-7 PSI.

The temperature of the molten thermoplastic shall be heated in the holding tank by a replaceable brass main burner with a minimum rating of 25,000 BTU to provide rapid heating of thermoplastic material.

The LPG heating system shall be furnished with all necessary safety features, connections, fuel lines, regulators, etc. for connection to a propane cylinder.

An inspection door in the material tank shall allow for safe lighting of the burners via a hand held torch supplied with the applicator for operator safety.

Stainless steel jet burners shall be fitted at all material transfer valves and on each application die to assure proper operation of all functions. Units that heat general areas with the use of radiant heat will not be accepted.

8. **Holding Tank:** The machine shall have a thermoplastic storage capacity of 220 pounds in a vertical, air jacketed, all steel construction material tank. The top shall have two hinged lids for material loading and inspection with a safety locking mechanism to prevent potential for splashing out of molten material. The tank will be designed to allow rapid, safe, easy removal of the tank for changing of material colors or cleaning. The tank shall have a recessed opening at the bottom to transfer hot plastic to the extrusion die for application.

This opening is recessed to allow complete depletion of all thermoplastic material in the holding tank thereby preventing build up of material. Material outlet valve shall be a precision adjustable slide gate. A molasses-type valve will not be acceptable.

A removable filter screen shall be provided to allow for filtering of foreign matter from hot molten material during loading from a thermoplastic melting kettle.

9. **Mixer:** Material agitation shall be provided by one mixer paddle. This mixer paddle shall be fabricated to prevent glass beads from settling out of the thermoplastic and to prevent scorching.
10. **Bead Hopper and Hose:** A separate all steel construction glass bead hopper with a capacity of at least 50 pounds of glass spheres shall be mounted on rear of the applicator. The hopper shall be connected to the bead dispenser with a see through flexible bead hose to monitor bead flow and a positive on off cut off valve.
11. **Dispenser:** The glass spheres shall be spread on the road surface by an automatic bead dispenser. The on-off lever shall be mounted within easy reach of the operator to facilitate ease of operation.

The bead dispenser shall driven by a gear type transmission that is chain driven by the front wheel to provide positive dispensing of glass beads without relying on gravity only. Adjustability in amount of flow of beads shall be controlled without the use of additional tools.

The operator shall be able to engage the beader independently of the extrusion die. Bearer shall be of all steel construction and rust proof. The bearer shall not interfere in any way with the operator's view of the newly installed thermoplastic line.

The bead dispenser shall be designed so that variable width lines of 4", 5", 6", 8", and 12", and dual 4" widths can be achieved by finger tip adjustments without the use of additional tools. The bead dispenser must be adjustable from 1 1/2" to 3" above the road surface and from 6" to 12" behind the extrusion die.

12. **Hand Torch:** The unit shall be equipped with a hand torch for safe lighting of all burners.
13. **Thermostatic Temperature Control:** The heating system will be equipped with a pilot light and pilot safety valve connected with a thermocouple. The heating system main burner shall be controlled by a gas

thermostat with adjustable range up to 550° F. The thermostat will be linked by thermocouple to the hot thermoplastic in the holding tank. Temperature gauge with readings up to 500° F. (260° C.) shall be mounted into material tank. Thermostat controls shall be mounted into a moisture proof enclosure.

14. **Thermoplastic Extrusion Dies:** The thermoplastic extrusion dies are to be available in widths of 4", 6", 8", 12" and double 4" for double line striping. The die walls are to be constructed of 3/16" heat-treated steel plate (aluminum not permitted), with a maximum weight of 30 pounds for a 4" die and 52 pounds for a 12" die. The die will have a set of replaceable tungsten carbide runners that ride on the pavement surface. The die shall be attached to a swivel mount that allows the die to float on the pavement surface without the need for additional weights. The die and all components shall be designed for quick and easy removal for changing of line width. Each die shall be fully adjustable to apply extruded material from .000 inch to .150 inch thick. Each die is to be controlled by a single handle convenient to the operator. This handle will serve the function of setting or removing the die on the pavement and opening or closing the die to extrude thermoplastic. The opening and closing of the die shall be attained by pushing in or pulling out on the handle. The use of springs to assist in the closing of the die is not permitted.

The die handle shall have a safety stop to prevent the accidental opening of the die when off the pavement surface. Each die shall be heated with its own set of stainless steel jet burners to maintain material and die temperature during applications. The die burners shall be connected to the frame LPG supply by flexible gas hoses and quick disconnect fittings. The die jet burners shall be individually controlled control valves.

Each die shall have the following minimum number of jet burners:

- 4" Die - 2 each jet burners
- 5" Die - 3 each jet burners
- 6" Die - 3 each jet burners
- 8" Die - 4 each jet burners
- 12" Die - 5 each jet burners
- Dual 4" Die - 4 each jet burners

PRE-MELTER:

The pre-melter shall be one specially fabricated cylindrical steel container having a capacity to heat 1500 pounds of thermoplastic material. Fabrication shall be such to prevent warping or cracking of container. The containers will be built with an outer 11 gauge steel jacket, insulated to prevent heat loss. The cylinder shall have three (3) flue gas vents to allow for flue gas from the propane burner. The three (3) flue vents shall be located with one (1) on each side and one (1) on the top of the container. Flue gas vents shall be designed as to not allow water/rain from entering.

The rear section of the top of the cylinder shall be removable for easy access to the cylinder's interior for cleaning and maintenance. The removable piece shall be constructed in such a way that one person can remove and lift without having to remove the hydraulic motor or disassemble the agitator assembly. The cylinder shall be incased in a uniform cube type enclosure allowing single piece secure fastening to the trailer deck.

1. **Safety Feed System:** The top of the cylinder shall be fitted with a steel cover housing and feed door of adequate size for charging plastic granules. The feed door shall be of anti-splash design that requires closing

of the feed door for insertion of plastic granules into the melting kettle, thereby preventing accidental splash back of molten material.

2. **Heating System:** The temperature of the molten thermoplastic shall be maintained in the pre-melting tanks by a thermostatically controlled LPG heating system. The LPG heating system shall be furnished with all necessary safety features, connections, fuel lines, and regulators, etc. for connection to a propane cylinder.
3. **Gas Thermostat:** The heating system main burners shall be controlled by a thermostat with adjustable range from 100 to 500 degrees F. The thermostat will be linked by thermocouple to the hot thermoplastic in the holding tank.
4. **System Main Burner:** The system shall have one main burner, with a minimum rating of 180,000 BTU to provide rapid heating for thermoplastic material. For safety and ease of maintenance, burner shall be mounted onto a slide-out rack that will detach tool free from the unit with a hand knob and quick connect gas fittings.
5. **Automatic Ignition System:** The System Main Burner shall be equipped with an electronic Automatic Ignition System for remotely lighting Main Burners. Automatic Ignition System shall be solid-state components and housed in a weatherproof enclosure. Enclosure shall be secured by key and lock mechanism. System will automatically shut off gas supply to the burners should the fire accidentally blow out. Gas flow to the burner shall be controlled by heavy-duty solenoid providing an absolute on/off type gas flow system to ensure temperature accuracy and operator safety. The use of a hand torch for burner ignition is not allowed.
6. **Propane System:** Four steel bottle racks accommodating two 100 lb. And two 20 lb. propane bottles are to be mounted on the trailer. The two 100 lb. bottles are to be plumbed so as to provide fuel to the pre-melter burner. The bottle racks shall be integrated into the trailer; bolt-on racks are not acceptable.
7. **Hydraulic Agitation System:** The pre-melter cylinder shall be equipped with a hydraulically driven agitation system to continuously mix the molten plastic granules. The system shall consist of one set of agitator paddles with steel barbs for puncturing and shredding the thermoplastic bags for uniform dispersion of material. The agitator paddles shall be attached to a one (1") steel shaft driven by a hydraulic pump mounted on the top of the pre-melter cylinder. Chain driven agitator motors shall not be accepted.
8. **Hydraulic Power Supply:** The hydraulic power shall be powered by a minimum 8.5 horsepower, electric start, propane fired engine. The power supply shall be fitted with a steel protective cover and mounted to the tongue of the trailer.
9. **Discharge System:** The pre-melter cylinder shall be equipped with a material discharge valve of proper design to function satisfactory when discharging liquid plastic at temperatures upward of 475 degrees F. A detachable discharge chute of proper length and angle to facilitate the loading of the thermoplastic applicator shall be supplied. Discharge valve shall be of a knife gate design and easily operated from the ground. Discharge valve shall be interchangeable from the rear of the trailer to the sides of the trailer.

TRAILER:

The trailer shall be a minimum of 6' wide x 16' long, constructed of heavy gauge structural steel, double welded at all frame cross member contact points with a rating of 14,000 pounds. 3/16th diamond plate decking shall be used. Trailer deck shall be coated with a two- part epoxy type non- skid coating to offer secure footing for operator safety.

For operator safety and ease of access, trailer deck height from the ground shall be a maximum of 28". A step on each side shall provide operator access to the trailer deck storage area. An additional raised deck of 12" high shall provide ease of loading pre-melting kettle. A safety rail approximately 36" high shall surround the deck storage area. Each side of the trailer shall have removable gates for material loading.

Dual trailer axles shall be spring mounted with a minimum rating of 7,000 pounds each. Trailer wheels shall be a minimum 16", eight (8) lug solid wheels with a minimum of 16" load range E tires. Spare tire and wheel of same specification shall be supplied and mounted to the front of the trailer.

The trailer shall be equipped with dual brakes on both axles as well as a pintel type hitch with safety chains

The trailer shall be equipped with rigid piping under the deck to be part of the hydraulic and LP gas systems. The pipes shall be located in such a way that the remainder of the hydraulic and LP gas plumbing minimizes the use of flexible hose.

1. **Lift Gate:** The trailer shall be equipped with a minimum 1000 lb. capacity hydraulic lift gate to load and unload the thermoplastic applicator. The lift gate shall be powered by 12 volt vehicle battery and have a platform load area of 66"x37". The lift shall be mounted to the right side of the trailer and shall be secured in the up or travel position by safety pin and latch. The lift gate shall come with a curbside fixed control panel for ease of operation. Curbside control shall be secured by key and lock mechanism.

Chain tighteners, and chains shall be attached to trailer for the use of securing the applicator to the trailer.

2. **Lighting:** ICC approved lighting system, wired to a heavy duty quick connect seven (7) pin coupler at the tongue of the trailer shall be supplied, as well as a pintel type hitch with safety chains.

Two (2) pole mounted strobe lights shall be mounted at the rear of the trailer, one (1) on each corner. Two (2) pole mounted strobe lights shall be mounted at the rear of the trailer, one (1) on each corner.

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	2 Each	Thermoplastic pre-melter, handliner, trailer mounted
PRICE:	\$ <u>49,750.00</u> <i>DM</i> 53,350.00	EACH \$ <u>99,500.00</u> <i>DM</i> 106,700.00 TOTAL

MAKE & MODEL: TRANTEX Model TP1500 SHDELIVERY: Within 135 calendar days after receipt of purchase order

SOLICITATION QUESTIONNAIRE

SOLICITATION QUESTIONNAIRE

The City of San Antonio Purchasing and General Services Department constantly strives to improve competitive bidding with historically underutilized enterprises. In order to facilitate these improvements, we would like to know how you were informed that this Invitation for Bid was active and how you may have received a copy of the document.

How did you learn of this bid opportunity?

Direct Contact with Purchasing & General Services ☒
City of San Antonio Website (www.sanantonio.gov) ☐
Bid notification service (i.e. Demandstar) ☐
Newspaper or trade publication ☐
City Information Cable Channel 21 ☐
Another Vendor or Supplier ☐
Other Means: Describe _____ ☐

How did you obtain your copy of the Bid Document?

Direct Contact with Purchasing & General Services

Via Email ☐ Via Fax ☐ In Person ☒

City of San Antonio Website (www.sanantonio.com) ☐

Bid notification service (i.e. Demandstar)

Via Email ☐ Via Fax ☐ In Person ☐

Other Means: Describe _____ ☐

Note: Questionnaire to accompany bid submittal

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "BID TO FURNISH THERMOPLASTIC TRAILERS"
BIDS TO BE OPENED: 2:00 P.M., DECEMBER 09, 2005
BID NO.:06-020 DG

REMARKS:

AN ORDINANCE 2006 - 0 1 - 1 2 - 5 3

AUTHORIZING A TEN (10)-YEAR LICENSE AGREEMENT FOR THE USE OF PUBLIC RIGHTS-OF-WAY WITH WITEL COMMUNICATIONS, L.L.C., FOR TOTAL CONSIDERATION PAYABLE TO THE CITY IN THE AMOUNT OF \$379,221.30, WITH ONE FIVE (5)-YEAR RENEWAL OPTION SUBJECT TO CITY COUNCIL APPROVAL.

* * * * *

WHEREAS, on October 26, 2000, by the passage of Ordinance No. 92771, the City of San Antonio ("City") granted Williams Communications (d/b/a VYVX Inc. in Texas) the right to install 3.54 miles of fiber optic cable for \$379,221.30 to be paid over a ten-(10) year period

WHEREAS, immediately after the Ordinance was approved, but before the related License Agreement was executed, Williams Communications changed its name to Wiltel Communications, L.L.C. ("Wiltel") and requested that the original License Agreement be revised to reflect Wiltel as the Licensee; and

WHEREAS, Williams Communications made the initial annual payment of \$35,276.40, but soon thereafter, Wiltel indicated that they had been reclassified as a local exchange provider and no longer had to pay for the use of the rights of way, as set forth by the Texas Public Utilities Commission; and

WHEREAS, after extensive negotiations, Wiltel agreed to pay the full amount due and is now up to date on its annual payments and a License Agreement reflecting Wiltel as the Licensee shall be executed upon passage of this proposed Ordinance, with a commencement date of November 5, 2000; and

WHEREAS, the City shall receive a total of \$379,221.30 over the ten (10) year period of the License Agreement; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, is authorized to execute a ten (10)-year License Agreement for the use of public rights-of-way with Wiltel Communications, L.L.C., for total consideration in the amount of \$379,221.30, with one five (5)-year renewal option subject to City Council approval, as previously authorized by Ordinance No. 92771, passed and approved on October 26, 2000. A copy of the License Agreement, previously executed by Wiltel, is attached as Exhibit I.

SECTION 2. Fees resulting from the passage of this Ordinance shall be deposited into Internal Order 224000000002 and General Ledger 4202410 upon receipt from Wiltel.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall be effective on and after the tenth day after passage.

PASSED AND APPROVED this 12th day of January, 2006.

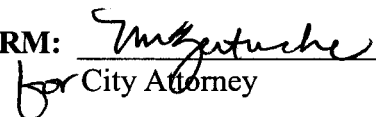


M A Y O R
PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


for City Attorney

AN ORDINANCE 2006 - 01 - 12 - 54

**AUTHORIZING THE FIRST AMENDMENT TO THE
AMENDED AND RESTATED HENRY B. GONZALEZ
CONVENTION CENTER FOOD AND BEVERAGE
SERVICE AND CONCESSION SERVICES AGREEMENT
WITH RK GROUP L.L.C.**

* * * * *

WHEREAS, Ordinance No. 99968, passed and approved on November 4, 2004, authorized the execution of the Amended and Restated Henry B. Gonzalez Food and Beverage Service and Concession Services Agreement (the "Agreement") with the RK Group L.L.C. (the "Contractor"); and

WHEREAS, following a year of performance under the Agreement City staff and the Contractor have identified areas that should be clarified or amended to further assist in the accurate reporting of the Contractor's activities; and

WHEREAS, those clarifications and amendments include the exclusion of mixed beverage tax in the calculation of gross receipts, the deletion of a Cash Outlet Manager, the expansion of the space allocated to the Contractor to perform concession operations, and an allowance period to replace members of the RK Group L.L.C. without effecting the SBEDA utilization levels required in the Agreement; and

WHEREAS, it is expected that such clarifications and amendments will provide more accurate data from the Contractor to allow City staff to better analyze and rate the Contractor's performance under the Agreement and ensure the Contractor's compliance with all contractual requirements; **NOW THEREFORE**;

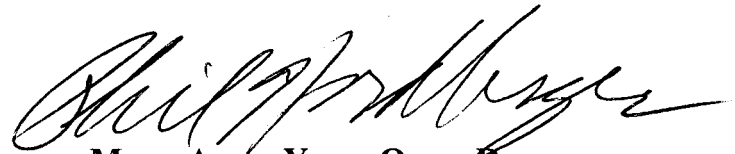
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The First Amendment to the Amended and Restated Henry B. Gonzalez Convention Center Food and Beverage Service and Concession Services Agreement is hereby authorized. A copy of the Amendment in substantially its final form is attached hereto and made a part of this Ordinance as Exhibit A. A copy of the fully executed Amendment will be attached to this Ordinance and will replace Exhibit A.

SECTION 2. The City Manager or her designee is hereby authorized to execute any and all documents necessary to fulfill the purpose and intent of this Ordinance.

SECTION 3. This Ordinance shall become effective on and after the tenth (10th) day after passage.

PASSED AND APPROVED this 12th day of January 2006.

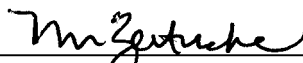


M A Y O R

PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM:


for City Attorney

AN ORDINANCE 2006 - 01 - 12 - 55

AUTHORIZING THE REALLOCATION OF DISTRICT 10 ONE-TIME PROJECT FUNDS IN THE AMOUNT OF \$26,845.79 TO THE ADMINISTRATIVE ASSISTANT FUND AS REQUESTED BY COUNCILMEMBER CHIP HAASS, DISTRICT 10.

* * * * *

WHEREAS, Councilmember Chip Haass, City Council District 10, has requested City Council concurrence for the reallocation of \$26,845.79 from the balances of District 10 One Time Project funds from projects which are now completed; and

WHEREAS, the Councilman requests that said amounts be transferred to the District 10 Administrative Assistant Fund to cover administrative costs; and

WHEREAS, the City Council wishes to authorize the reallocation of \$26,845.79 as requested for the purpose set out above; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The request of City Councilmember Chip Haass, District 10 to transfer the sum of \$26,845.79 from the District 10 One Time Project Fund to the District 10 Administrative Assistant Fund is approved and authorized. A copy of the request is attached to this ordinance as Exhibit 1.

SECTION 2. Funds for this expenditure are available in the carry-forward budget in the General Fund 11001000, Fund Center 7002100000.

SECTION 3. A budget decrease is authorized in Fund Center 7002100000 General Ledger 5301020: \$0.65 General Ledger 5201040: \$23,444.16; General Ledger 5709060: \$0.89; General Ledger 5304055: \$3,400.09.

SECTION 4. A budget increase in the amount of \$26,845.79 is authorized in fund center 0110030000 and general ledger 5406540.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance for the City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance shall take effect immediately after passage upon the receipt of eight (8) affirmative votes.

PASSED AND APPROVED this 12th day of January 2006.



M A Y O R

PHIL HARDBERGER

ATTEST: 
City Clerk

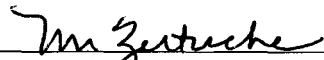
APPROVED AS TO FORM: 
for City Attorney

EXHIBIT 1

**CITY OF SAN ANTONIO
OFFICE OF THE CITY COUNCIL
INTERDEPARTMENTAL CORRESPONDENCE SHEET**

TO: Mayor and City Council

FROM: Councilman Chip Haass, District 10

COPIES TO: Sheryl Sculley, City Manager; Michael Bernard, City Attorney; Peter Zannoni, Management & Budget Director; Lena Ellis, Asst. Director of Finance; Gayle McDaniel, Assistant to the City Council

SUBJECT: City Council Request – One Time Project Funds

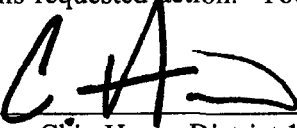
DATE: January 4, 2006

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
2006 JAN - 5 P 12:49

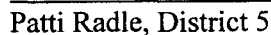
Your concurrence is hereby requested to place an item on the January 12, 2006 agenda for Council consideration. This item will request consideration of an ordinance to authorize the reallocation of \$26,845.79 from the District 10 One Time Project funds to the Administrative Assistant Budget. The following projects have been determined to have savings and should be reduced in the specified amounts:

Project:	Reduce By:
Flasher Lights for School Zones	\$ 0.65
Speed Hump Requests	\$22,005.39
Fire Station #14	\$ 3,438.77
Bikes 10	\$ 0.14
Radar Units	\$ 0.32
Police Equipment	\$ 0.43
Police Equipment	\$ 3,400.09

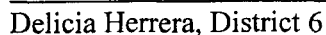
Staff has reviewed and support this requested action. Your support in placing this on the agenda for consideration is appreciated.


Chip Haass, District 10

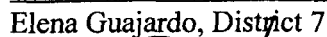

Phil Hardberger, Mayor

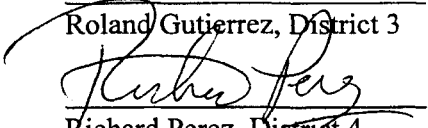

Patti Radle, District 5

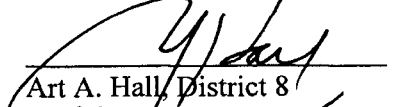

Roger O. Flores, District 1

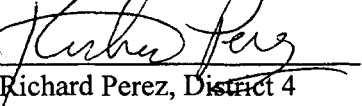

Delicia Herrera, District 6



Sheila McNeil, District 2


Elena Guajardo, District 7


Roland Gutierrez, District 3


Art A. Hall, District 8


Richard Perez, District 4


Kevin Wolff, District 9

AN ORDINANCE 2006 - 01 - 12 - 56

REAPPOINTING ROBERT JALNOS (DISTRICT 7) TO THE
PLUMBING APPEALS AND ADVISORY BOARD (CATEGORY:
MASTER PLUMBER-OPEN SHOP) FOR THE REMAINDER OF AN
UNEXPIRED TERM OF OFFICE TO EXPIRE MARCH 20, 2007.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Robert Jalnoso (District 7) is reappointed to the Plumbing Appeals and Advisory Board (Category: Master Plumber-Open Shop) for the remainder of an unexpired term of office to expire March 20, 2007.


SECTION 2. This Ordinance is effective immediately upon the receipt of eight (8) affirmative votes.

PASSED AND APPROVED this 12th day of January 2006.


M A Y O R

PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney